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**If You Are a Third-Party Payor Based in or With
Beneficiaries in Massachusetts
And You Made Reimbursements For Any of the
Drugs Listed Below,**

A Class Action Lawsuit May Affect Your Rights.

**Defendants propose the inclusion of the following sub-heading in lieu of
Plaintiffs' proposed sub-heading:**

CLASS ACTION LAWSUITS MAY AFFECT YOUR RIGHTS

There is a class action lawsuit pending in the U.S. District Court for the District of Massachusetts. The name of the lawsuit is *In re: Pharmaceutical Industry Average Wholesale Price Litigation*, Docket No. 01-CV-12257-PBS.

The lawsuit claims that certain drug companies intentionally reported false and inflated average wholesale prices ("AWP") for certain types of outpatient drugs. The reported AWP's may be used to set prescription drug prices that are paid by insurers and other Third Party Payors ("TPPs"). The lawsuit asks the Court to award money damages to some TPPs who made reimbursements for the drugs. Defendants deny that they are responsible for any of the claims in the lawsuit. A series of trials will determine the claims in this lawsuit. The first trial will begin September 25, 2006.

[Defendants object to the characterization of the proceeding as a single lawsuit and propose that all references to "a class action" and "the lawsuit" be changed to "class actions" and "the lawsuits."] [NOTE: BMS objects to the failure of Plaintiffs' to include the fact that BMS did not report AWP's]

What Drugs are Covered by the Litigation?

Certain dosages of the following Covered Drugs made by the Defendants AstraZeneca, Bristol-Myers Squibb Group, Johnson & Johnson Group and Schering Plough Group are covered: **Albuterol, Blenoxane, Cytosan, Etrophophos, Intron A, Paraplatin, Perphenazine, Procrit, Proventil, Remicade, Rubex, Taxol, Temodar, VePesid and Zoladex.** These are referred to in this Notice as the "Covered Drugs." For a complete list of the dosages by drug visit the Web site or call or write as indicated below for a detailed Notice.

[Defendants object. Plaintiffs' proposal fails to include the generic names of drugs.]

ACCORDINGLY, DEFENDANTS PROPOSE:

The Defendant drug companies and the drugs involved are as follows:

<u>Defendant Classes</u>	<u>Subject Drug(s)</u>
AstraZeneca Class	Zoladex (Goserelin Acetate)
Bristol-Myers Squibb Class	Blenoxane (Insert Generic) Cytosan (Insert Generic) Etopophos (Insert Generic) Paraplatin (Insert Generic) Rubex (Insert Generic) Taxol (Insert Generic) VePesid (Insert Generic)
Johnson & Johnson Class	Remicade (Insert Generic) Procrit (Insert Generic)
Schering-Plough Class	Albuterol (Insert Generic) Intron A (Insert Generic) Perphenazine (Insert Generic) Proventil (Insert Generic) Temodar (Insert Generic)

What do the Defendants say about the Litigation?

The Defendants say they didn't do anything wrong. Defendants deny that they are responsible for any of the claims made in the lawsuit and will vigorously defend against these claims. They also say that the lawsuit and any damages are prohibited under the law and that even if the alleged conduct is proven by the Plaintiffs it does not violate the law.

[NOTE: BMS objects to the failure of Plaintiffs' to include the fact that BMS did not report AWP]

Which TPPs Are Involved in the Litigation?

The Court has ruled that there are two different Classes for TPPs who reimbursed for Covered Drugs: a MediGap TPP Class and a Massachusetts Class. A TPP could be a member of one or both Classes.

A TPP is a member of the MediGap TPP Class if it made reimbursements for all or part of its insured 20% co-payment under Medicare Part B for Covered Drugs anytime between January 1, 1991 and January 1, 2005, **or**

A TPP is a member of the Massachusetts Class if it reimbursed for Covered Drugs outside of Medicare Part B based on a contract that uses AWP as a reimbursement benchmark anytime between January 1, 1991 and June 1, 2006.

In order to be member of either the MediGap TPP Class or the Massachusetts Class, the reimbursements must have been for a beneficiary in Massachusetts or the TPP must have its principal place of business in Massachusetts.

[Defendants object. Calling the non-Medicare class the “Massachusetts Class” is misleading and confusing. Plaintiffs do not adequately describe the classes.]

ACCORDINGLY, DEFENDANTS PROPOSE:

Which TPPs Are Involved in the Litigation?

1. You **MUST** either be a TPP whose principal place of business is in Massachusetts, **OR** who made reimbursements for covered drugs purchased in Massachusetts; **and either:**
 - a. MediGap TPP: You are a TPP that reimbursed insureds or providers for the up to 20% doctors charged to insureds covered by Medicare Part B for covered drugs during the period covered by the lawsuit (Jan. 1, 1991-Jan 1, 2005); **or**
 - b. Non-Medicare TPP: You are a TPP that reimbursed insureds or providers for covered drugs outside the Medicare Part B context on the basis of a contract which uses AWP as the reimbursement benchmark, at any time between Jan. 1, 1991 and January 30, 2006.

What Are a TPPs’ Rights as a Member of Either or Both of the Classes?

- **If a TPP wishes to remain a member of either or both of the Classes**, it doesn’t need to do anything at this time. If it doesn’t exclude itself, as a member of either Class it will be bound by whatever happens in the lawsuit, and it won’t be able to sue the Defendants on its own about the claims in the lawsuit. Court-appointed Counsel will represent all Class Members and will ask the Court to pay their fees and expenses out of any recovery for the class. Class Members may also hire their own attorney at their own cost.

[Defendants object. Plaintiffs fail to inform class members that even if Plaintiffs prevail at trial class members will have to present evidence in order to recover. Further, Defendants object to the representation of the proceeding as a single lawsuit.]

ACCORDINGLY, DEFENDANTS PROPOSE:

If a TPP wishes to remain a member of one or more of the classes, it need do nothing at this time. As a member of one or more of the TPP classes, you will be bound by the results of a trial or trials. If the Defendant wins at the trial or trials, you will lose. If the Defendant loses at the trial or trials, you will have to present evidence on individual factual and legal issues.

- **If a TPP does not wish to participate in the Class**, it must mail a signed, written request to be excluded to the address below. A TPP may also request to

be excluded from the lawsuit against one or more Defendants and remain in the litigation against the other Defendants. The request must be postmarked by **September 15, 2006**. If a TPP excludes itself from the Class, it can't participate in any recovery for the Class, but keeps the right to sue the Defendants on its own.

[Defendants object to Plaintiffs failure to include an opt-out form.]

ACCORDINGLY, DEFENDANTS SUGGEST:

If a TPP does not wish to participate in the Class, it has the right to opt-out. You can opt out by completing the form below and mailing it before _____, 2006. If you choose to opt out and not be a class member with respect to one or more of the classes, you will not be bound by the result of the trials with respect to any class from which you exclude yourself, and you will not have to provide evidence.

For a Detailed Notice Form and Further Information on the Covered Drugs and AWP

**Call toll-free: 1 XXX-XXX-XXXX Or Visit: www.AWPlitigation.net
Or Write: AWP Class Action Litigation, P.O. Box XXX, City, State 00000**

Defendants propose inclusion of the following caveat:

NOTE: The Court reviewed this Notice for accuracy. The Court has not reviewed any of the other materials described above and did not verify the accuracy of the information provided.

OPT OUT FORMIn re Pharmaceutical Industry Average Wholesale Price Litigation –v. AstraZeneca Pharmaceutical LP

Docket No. 01-CV-12257-PBS.

Company Name_____
Name of Company's Authorized Representative
and Title_____
Company Address and Telephone_____
Whether TPP has its Principle Place of
Business in Massachusetts**We would like to be excluded from the following Class(es):****AstraZeneca Class**

MediGap Zoladex	<input type="checkbox"/>
Non-Medicare Zoladex	<input type="checkbox"/>

Bristol-Myers Squibb Class

MediGap Blenoxane	<input type="checkbox"/>	MediGap Rubex	<input type="checkbox"/>
Non-Medicare Blenoxane	<input type="checkbox"/>	Non-Medicare Rubex	<input type="checkbox"/>
MediGap Cytosan	<input type="checkbox"/>	MediGap Taxol	<input type="checkbox"/>
Non-Medicare Cytosan	<input type="checkbox"/>	Non-Medicare Taxol	<input type="checkbox"/>
MediGap Etopophos	<input type="checkbox"/>	MediGap VePesid	<input type="checkbox"/>
Non-Medicare Etopophos	<input type="checkbox"/>	Non-Medicare VePesid	<input type="checkbox"/>
MediGap Paraplatin	<input type="checkbox"/>		
Non-Medicare Paraplatin	<input type="checkbox"/>		

Schering-Plough Class

MediGap Albuterol		Non-Medicare Perphenazine	<input type="checkbox"/>
Non-Medicare Albuterol	<input type="checkbox"/>	MediGap Proventil	<input type="checkbox"/>
MediGap Intron A	<input type="checkbox"/>	Non-Medicare Proventil	<input type="checkbox"/>
Non-Medicare Intron A	<input type="checkbox"/>	Non-Medicare Temodar	<input type="checkbox"/>
MediGap Perphenazine	<input type="checkbox"/>	MediGap Temodar	<input type="checkbox"/>

Johnson & Johnson Class

MediGap Remicade	<input type="checkbox"/>
Non-Medicare Remicade	<input type="checkbox"/>
MediGap Procrit	<input type="checkbox"/>
Non-Medicare Procrit	<input type="checkbox"/>

Signature_____
Date**MAIL BY [INSERT DATE] to:**

AWP Litigation Administrator

PO Box XXX

City, State, Zip Code